

# The China Mail.

Established February, 1845.

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HONGKONG, WEDNESDAY, FEBRUARY 20, 1888.

PRICE \$2 PER MONTH.

## AGENTS FOR THE CHINA MAIL.

LONDON.—B. ALGAR, 11 & 12, Clement's Lane, Lombard Street, E. C. GEORGE STRAKER & Co., 30, Cornhill. GORDON & GOTCH, Ludgate Circus, E. C. PARK BLENDY & Co., 31, Waterloo, E. C. SAMUEL DRAKE & Co., 189 & 194, Cornhill Street, E. C. W. M. WILLIAMS, 101, Cannon Street, E. C. PARIS AND EUROPE.—ANDREU PRINCE & CO., 26, Rue Lafayette, Paris. NEW YORK.—ANDREW WIND, 21, Park Row. SAN FRANCISCO.—AMERICAN PORT COMPANY.—FRAN & BLACK, San Francisco. AUSTRALIA, TASMANIA, AND NEW ZEALAND.—GORDON & GOTCH, M. J. Bourne and Sydney. CEYLON.—W. M. SMITH & Co., THE APOTHECARY CO., Colombo. SINGAPORE, STRAITS, &c.—SATTEL & Co., Square, Singapore. C. HUNSEN & Co., Manila. CHINA.—MARIO, F. A. DE CRUZ, Serrato, Queluz & Co., Amoy, N. MOALE, Foochow, HUMPHREY & Co., Shanghai, LANE, CRAWFORD & Co., and KELLY & WALSH, Yankowin, LANE, CRAWFORD & Co., and KELLY & Co.

## BANKS.

### NOTICE.

#### RULES OF THE HONGKONG SAVINGS' BANK.

1.—The business of the above Bank will be conducted by the Hongkong and Shanghai Banking Corporation, on their premises in Hongkong. Business hours on week-days, 10 to 3: Saturdays, 10 to 1.

2.—Sums less than \$1, or more than \$250 at one time will not be received. No depositor may deposit more than \$2,500 in any one year.

3.—Depositors in the Savings' Bank having \$100 or more at their credit may at their option transfer the same to the Hongkong and Shanghai Banking Corporation on fixed deposit for 12 months at 5 per cent. per annum interest.

4.—Interest at the rate of 3½ per cent. per annum will be allowed to depositors on their daily balances.

5.—Each Depositor will be supplied gratis with a Pass-Book which must be presented with each payment or withdrawal. Depositors must not make any entries themselves in their Pass-Books but should send them to be written up at least twice a year, about the beginning of January and beginning of July.

6.—Correspondence as to the business of the Bank if marked "On Hongkong Savings' Bank Statement" is forwarded free by the various British Post Offices in Hongkong and China.

7.—Withdrawals may be made on demand, but the personal attendance of the depositor or his duly appointed agent, and the production of his Pass-Book are necessary.

For the

HONGKONG & SHANGHAI BANKING CORPORATION, T. JACKSON, Chief Manager, Hongkong, September 1, 1888. 764

#### HONGKONG & SHANGHAI BANKING CORPORATION.

PAID IN CAPITAL, \$7,500,000 RESERVE FUND, \$3,000,000 HONGKONG LIABILITY OF PROPRIETORS, \$7,500,000

COUNCIL OF DIRECTORS Chairman—Hon. JOHN BELL IRVING. Deputy Chairman—W. H. FOHRS, Esq. G. D. BOTTOMLEY, Hon. A. P. McGOWEN, Esq. S. C. MICHAELSEN, Esq. W. G. BRODIE, Esq. J. S. MOSKS, Esq. H. L. DALAMYPLE, L. POESNECKER, Esq. H. HOPPEN, Esq. E. A. SOLOMON, Esq. B. LATTON, Esq.

CHIEF MANAGER, THOMAS JACKSON, Esq. MANAGER, EWEN CAMERON, Esq. LONDON BANKER—London and County Bank.

HONGKONG. INTERNET ALLOWED. ON Current Deposit Account at the rate of 2 per cent. per annum on the daily balance.

On Fixed Deposits:—For 3 months, 3 per cent. per annum. " 6 " 4 per cent. " 12 " 5 per cent. "

LEGAL BILLS DISCOUNTED. Credits granted on approved Securities, and every description of Banking and Exchange business transacted.

Deposits granted on London, and the chief Commercial places in Europe, India, Australia, America, China and Japan.

T. JACKSON, Chief Manager, Hongkong, January 25, 1888. 369

## Intimations.

### J. D. KILEY, SAIL-MAKER.

TENTS, AWNINGS AND FLAGS. No. 23, Praya Central, HONGKONG. Hongkong, November 1, 1887. 2185

### NOTICE.

HONGKONG AND WHAMPOA DOCK COMPANY, LIMITED.

SHIPMASTERS and ENGINEERS are respectfully informed that, if upon their arrival in this Harbour, NONE of the Company's FOREMEN should be at hand, Orders for REPAIRS, if sent to the HEAD OFFICE, No. 14, Praya Central, will receive prompt attention.

In the Event of Complaints being found necessary, Communication with the Undersigned is requested, when immediate steps will be taken to rectify the cause of dissatisfaction.

D. GILLIES,

Secretary.

Hongkong, August 26, 1888. 1458

## Intimations.

### THE CHINA SUGAR REFINING COMPANY, LIMITED.

#### NOTICE.

THE Tenth Ordinary Annual MEETING of SHAREHOLDERS in the above Company will be held at the Office of the GENERAL AGENTS, Pedder's Street, on SATURDAY, the 10th March, at Noon, for the purpose of receiving a Report of the General Agents, with a Statement of Accounts to 31st December, 1887.

The Transfer BOOKS of the Company will be CLOSED from the 23rd February until 10th March, both days inclusive.

JARDINE, MATHESON & Co., THE APOTHECARY CO., Colombo.

SINGAPORE, STRAITS, &c.—SATTEL & Co., Square, Singapore. C. HUNSEN & Co., Manila.

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## THE CHINA MAIL.

There will be a moonlight parade and march out of the Left Division of the Hongkong Volunteers on Friday evening next, which all members of the Corps are invited to attend. The first monthly competition for all Divisions will be held on Sunday afternoon, the 4th March. This time has been selected as affording the only opportunity which will enable every man to be present who wishes to do so.

*Le Courier d'Haiphong* says that M. Schaefflin, a Frenchman who served for a number of years in the Chinese army, in which he had the title of General, and who abandoned this military situation on the outbreak of the war between France and China, has just obtained a concession of 16,000 hectares of carboniferous land situated in the neighbourhood of Dong-trieu. *Le Courier* hopes that Dong-trieu will soon become the centre of an important exportation which will contribute to its pacification in giving work to the plunderers of the country.

The Manila *Comercio* says:—The engineer in charge of the Manila-Dagupan railway, Señor Bortodano, has received a telegram from London, ordering him to commence immediately the appropriation of the ground over which the line will pass. It is mentioned in the same telegram that the necessary materials for the commencement of the work will soon be shipped to Manila, the sum of £500,000 or \$275,000, having been subscribed in London by share. The remainder of the capital will be called when necessary by means of bonds.

In the Police Court today, James Matthews, a seaman from Ireland, was charged by the Superintendent of the Sailor's Home with being drunk and disorderly in the Home yesterday. He was fined \$2. A Chinaman was fined \$10 for being in possession of a diseased pig.—Benjamin Moody was convicted of being a rogue and vagabond and begging on the Praya yesterday. Constable Gridley said he saw the man in an intoxicated state begging from different shops there. Accused said he was asking work as a watchman, but his Watch would not accept this plea, and fined him \$1, with the alternative of 14 days' hard labour.

About four o'clock this morning, Gunders Singh, assistant Sergeant Interpreter at West Point, shot himself in his bed-room with a Martini-Henri rifle. The ball entered his stomach and went through his back. It then passed through the floor of the chamber above, where Inspector Swanston and his family were asleep, broke through a splinter from the chest of drawers, but fortunately the ball did not hit any one of his family. The Inspector once rushed to the spot to ascertain the cause of the shot and had the Indian, who was still living, sent to the Civil Hospital. The wounded man, however, died on the way. No cause can be assigned for the suicide. The two Indians, who slept in the same compartment, say that they noticed nothing particularly wrong with Singh when he went to bed last night. The taking away of his life seems, however, to have been deliberately planned, for he had his accounts all carefully made up to last night. The deceased was a very intelligent man, read and spoke English remarkably well, and if anything seemed over-arid in his studies, Inspector Swanston, we believe, noticed him some time ago looking rather morose, and counselled him against studying too hard, but never thought there was anything seriously wrong with his mind. An inquest was held that afternoon on the body.

The following officers proceeded to England in the *Tanar* on the 27th inst.:—

From H.M.S. *Swift*, Commander A. C. B. Bromley, Lieuts. A. Loane and E. Lowden, Surgeon Bowie, and Gunner James Allen.

From H.M.S. *Wanderer*, Lieut. P. Dugdale, F. Laingslott, F. Egles, and F. Hyde, Paymaster Reg. O. Bray, and Staff Engineer Leighton.

From H.M.S. *Firebrand*, Lieut. Plenderleath, Assist. Paymaster Mortimore, Surgeon A. Peyton, Engineer Elijah Thomas, and Gunner R. Brooking.

From H.M.S. *Audacious*, Commander Leah.

From H.M.S. *Cordelia*, Fleet Surgeon Kellen.

From H.M.S. *Constance*, Lieut. Montgomery Rind.

From H.M.S. *Sapphire*, Lieut. Hogg, Midshipmen Smith, Kirke, Leake and Head.

From *Victor Emmanuel* and Naval Hospital Esq.; Staff Engineer McEwen, Gunner Wm. D. Parkin, Staff Surgeon Preston, Mr. Condy, Carpenter, Gunner R. Gardner, and Lieutenant Boteler.

There will be a Foothall Match to-morrow between the Club and the 58th Regiment (return) under Association rules. Play will commence at 4.30 and there will be a tent on the ground as usual for the ladies.

The following are the teams:—Club (Colours), F. G. Vignoles, R.A. (Captain), H. S. Woodcock, R.A., J. P. Brewis, R.E., J. E. Edmonds, R.E., E. W. Mainland, F. Mainland, C. W. Dickson, A. H. Maclean, H. E. Hall, D. H. Mackintosh, W. H. Wallace.

58th Regiment (Whites), C. E. Biggitham, C. P. Pedler, F. H. Johnston, H. de C. Hunterian, Private Hayford, Private Gibbs, Private Howell, Private Hunter, Private Nata, Private Aldridge, Sergeant Charrington.

THE Medical Commission, having finished their labours in the way of hearing evidence, met this afternoon to consider their report. All the members were present. The Secretary to the Commission, Mr. G. Wino, intimated that the drainage plans etc. with which Mr. Cooper had been asked to furnish the Commission had been sent in, and that the notes of the evidence taken by Mr. G. C. Rudy, Reporter to the Commission, were ready for being put into the hands of the printer. It was agreed that proof sheets of the evidence should be furnished to each member of the Commission, and that each witness should be furnished with a proof of his evidence as soon as convenient. The Chairman (Dr. Mortimer) said he thought it would be well that, before the Commission proceeded to consider their report, the representatives of the press should be asked to withdraw. Dr. Cantlie said the Commission were now in the position of a jury considering their verdict, which would be made public afterwards, the proper course appeared to him to be that they should discuss the evidence in private. Dr. Young said they were considering a subject about which there could be no too much publicity, but he had no objection to the report being considered in private. Dr. Cantlie's view being shared by the other members of the Commission, the reporters were asked to withdraw.

*Emerson or Central Asia*.—The St. Petersburg correspondent of the *Daily Chronicle* telegraphs:—“The rumour that the Czar is to be crowned Emperor of Central Asia, which was circulated last year and authoritatively denied, now receives strong confirmation from the fact that a summer palace is in course of erection at Merv for the reception of His Imperial Majesty. It will be remembered that quite recently the announcement was made that the Czar would proceed to the Caucasus in the course of the present year. I am informed on excellent authority that Central Asia is his real destination.”

ITALY AND ABBYSSINIA.—Whatever may be the result of the war between Italy and Abyssinia—it can hardly be doubted that Italy will, with perhaps some difficulty, be entirely victorious—it is fortunate for the former that she has in the person of General San Marzano a brave and indefatigable Commander-in-Chief of her forces. General San Marzano is a native of Piedmont, and is fifty-seven years old. He was educated at the Military Academy at Turin, served in a cavalry regiment, passed into the Etat Major, and went through the S.W. The following are the days of departure, E. standing for English, F. for French and French Mails both leave on the 13th September. There is then an interval of a fortnight during which no mails leave, and both mails again leave on the same day, the 27th September. The English Mail following on the 11th October (Thursday) and the French on the 17th October (Wednesday). Thereafter during the N.E. Monsoon they leave regularly every Thursday and Wednesday as they do just now. An allowance of 32 days during the N.E. Monsoon, that is up till the 28th April, is made for both English and French Mails between this and London; but after that date till about the middle of September the allowance is 35 days for the English and 34 for the French. On the commencement of the N.E. Monsoon the former time (32 days) is left to both. The German Mail leaves pretty regularly every four weeks, and the times followed are 31 days during the N.E. Monsoon and 34 during the S.W. The following are the days of departure, E. standing for English, F. for French and G. for German:

March 1 E. June 8 G. Sept. 27 F.  
March 7 F. June 17 E. Sept. 28 G.  
March 15 E. June 21 F. Oct. 11 E.  
March 19 G. July 1 E. Oct. 17 F.  
March 21 F. July 5 E. Oct. 25 E.  
March 29 E. July 6 G. Oct. 29 G.  
April 4 F. July 15 E. Oct. 31 F.  
April 12 E. July 19 F. Nov. 8 E.  
April 16 G. July 29 E. Nov. 14 F.  
April 18 F. August 2 F. Nov. 22 E.  
April 26 E. August 3 G. Nov. 26 G.  
April 26 F. August 12 E. Nov. 28 F.  
May 6 E. August 16 F. Dec. 6 E.  
May 10 F. August 26 E. Dec. 12 F.  
May 11 G. August 30 F. Dec. 20 E.  
May 20 E. August 31 G. Dec. 24 G.  
May 24 F. Sept. 13 E. Dec. 26 F.  
June 3 E. Sept. 13 F. Jan. 3 E.  
June 7 F. Sept. 27 E. Jan. 9 F.

We are (says Mr. E. Yates, in the *World*) a stupid, cumbersome, busy people, as that arrogant impostor, calling himself Max O'Rell, got paid for telling us, and the French are all that is *plus fin*, *plus spirituel*! Here is a case in point: We at this office, and the proprietors of the Paris *Figaro*, have for years interchanged our respective journals. Ours is sent to ‘Le Figaro’, Rue Drouot, Paris; the *Figaro* comes to us in a band, with printed address, of which the following is an exact copy:

Ford Men and Women  
Court Gardens, W., London.

You will observe the *World* is not mentioned, and that they have completely smashed up our subtitle and our street address! *Spirituel*, isn't it? And this, like the embarras conduct of the lovers in Lord Houghton's poems, is not “the work of days, but has gone on for years and years.”

#### TABLE SHOWING DEPARTURE OF MAIIS FOR EUROPE.

We give below a table of the days of departure of the English, French and German mails for the remainder of the year. It will be observed that the French and English Mails both leave on the 26th April. This is doubtless due to the change of arrangements consequent on the change of the Monsoon. The next English Mail thereafter leaves on the 6th May (Sunday) and the French on the 10th May (Thursday).

From that time the days of departure follow regularly every Sunday and Thursday till the middle of September. The English and French Mails both leave on the 13th September.

HONGKONG AND WHAMPOA DOCK COMPANY.

To the Editor of the ‘CHINA MAIL’  
Hongkong, Feb. 29, 1888.

SIR,—I am surprised it did not occur to the Chairman at the meeting to call the attention of the shareholders to the simple fact that the bulk of the metals in stock could not at the present time be replaced for less than 15 per cent dearer. Buying to the large extent that has been done by the Manager at the past low rates has put at least \$5,000 into the pocket of the Company, independently of the profit on freight, which now 10/ ton dearer than year.

METALS.

#### SUPREME COURT.

IN SUMMARY JURISDICTION.

(Before His Hon. Mr. A. J. Leach, Acting Justice Judge.)

Wednesday, Feb. 29.

#### PITMAN v. SCOTT—INTERESTING SHIPPING CASE.

This is a claim by the managing owner of the s.s. *Mary Austin* against the master, David Scott, for certain sums said to be unlawfully detained by the defendant as master of the ship, amounting in all to \$516. Mr. Webber appeared for the plaintiff and Mr. Wotton for the defendant.

Mr. Webber said the amount in question was made up of the following three sums:

—Commission on the sale of the *Mary Austin* at the rate of 3 per cent., \$360; defendant's passage money to Hongkong from Singapore \$65; and fifteen days' wages, \$90. On Nov. 18, 1886, the defendant was sent by the plaintiff to take charge of the *Mary Austin* at Penang, having with him a letter of instructions authorising him to sell the ship if he could find a purchaser, the price named being \$18,000. In this letter there was nothing said about commission to the defendant on the sale of the vessel. Captain Scott ran the vessel into debt to a considerable extent up till the 1st October, 1887, when the ship was sold for \$12,000, the sale being actually effected by Mr. Creasy Evans trustee for the plaintiff. Half of the ship belonged to Mr. Macgregor Smith, whose share was mortgaged to Mr. Keswick, but this share was bought by Mr. Pitman previous to the sale of the vessel. Mr. Pitman, or rather Mr. Evans knew that the s.s. *Mary Austin* was to be sold, and it was he who sold the whole of the ship. Although Captain Scott charged 3 per cent. commission on the sale of the ship, the sale was not made by him. He was then simply as the agent of the owner and transferred her. When the purchase was made the money was put into the bank at Penang and Mr. Scott was requested to send in his accounts. The accounts were sent in and were found to contain these three items for which the defendant had paid himself out of the purchase money, and which the plaintiff maintained, were not due. He submitted that the Captain was simply acting as representative of the owner, and it was part of his duty to sell the ship if required to do so by the owner, and that he could not recover any additional remuneration for so doing. As to the claim for wages, it was for a period of fifteen days from the date of the sale, and defendant was not there in plaintiff's employ. The passage money to Hongkong had never been promised and defendant was not entitled to recover it.

Mr. Wotton contended that the plaintiff had no legal right to sue, even on his own showing and that Mr. Evans ought to be the plaintiff. He therefore asked for a nonsuit.

Mr. Evans intimated that he had no objection to appear as co-plaintiff.

His Lordship said he would hear the case.

Evidence was then heard.

The plaintiff, Mr. John Pitman, said:—I was managing owner of the *Mary Austin*. I owned one half and Mr. J. Macgregor Smith had the other half. My share was mortgaged to Mr. Evans. I first employed defendant in the beginning of November 1886. He was then out of employment and begged me to give him something to do. A vacancy occurred in the captaincy of the steamer I wrote to him and he came to me. I explained to him that the ship was being worked very unsatisfactorily and that I had offers for her purchase from the agents at Singapore. I told him that under any circumstances I did not wish the vessel to be run at a loss and that I would rather have her laid up than that. I sent him down to take command of the ship and told him that I wished to sell the ship for a reasonable price. My price was \$18,000. I paid his passage to Singapore, but nothing was said about his return passage. I never agreed to pay him any commission. The ship was in the agent's hands and I could not pay two commissions, one to him and one to the agents. I never promised to pay him 3 per cent. commission. After he left for Singapore he made an offer to go into partnership with some Chinese and charter the vessel. I thought that was such an extraordinary proposal that I did not answer his letter. I told him not to run the ship into debt, but he steadily ran her into debt. Before the sale he wrote to me, saying the liabilities would be under \$1000, and in a second letter he wrote that they would be under \$2000. Subsequently I got a telegram stating that the liabilities were \$3500. I remitted \$3500 and he found that he had actually got too much money by some \$200 after paying himself 3 per cent. commission, half a month's wages, and passage to Hongkong. The price of the vessel was paid into bank at Penang and I sent him an authority to draw on it for \$3000. He paid a balance of \$220

to the bank after deducting these items. The accounts were forwarded to me very irregularly. In one there is \$20 wrong in addition. I protested against the deduction of this three per cent. commission. I got the accounts in the beginning of November, and in the middle of November Captain Scott came up to see me at Canton. I told him he could not take up the position of a commission agent and a servant, and that I did not consider that he had done anything outside his position as Captain. I also objected to the half month's pay and said I would submit the whole of the accounts to an auditor. He borrowed the ship's account book, which he refused to return. The crew of the ship were paid up to the 1st October, and the Captain was paid up to the same date, but he charged for half a month's salary after that. During my 25 years' experience as a ship owner, and of over 100 Captains, I have not had dispute accounts. Defendant mentioned in a letter to me that he was coming to Hongkong.

By Mr. Wotton.—It has always been my practice to treat my Captains very liberally. When I gave Capt. Scott the letter of instructions I had the greatest confidence in him in every way, but my confidence is now shaken by many things that have reached me and by the way he acted in this matter, taking his owner's money.

His Lordship said he did not take the money except upon plaintiff's authority.

Plaintiff (continuing)—Defendant was compelled to bring me to get command of a vessel, I gave him provisions to his destination that if he could get an offer for the ship he was willing to sell it. I eventually purchased Mr. Scott's half share for \$3760 at the end of September. She had not been sold and then don't think the offer had been concluded at that time.

Mr. Wotton.—Now do you remember writing this letter?

Plaintiff.—Canton, Sept. 22, 1887.

Capt. Scott, s.s. *Mary Austin*.

Dear Captain Scott,—Your telegram sub-

mitting offer of \$12,000 for the steamship

*Mary Austin* only reached me on Tuesday

from a breakdown of the telephone wire at Hongkong by reason of typhoon. I imme-

diately replied accepting the offer, and I have to ask you to confirm it by wire, which I did.

Plaintiff.—I wrote that letter, certainly.

Mr. Wotton.—So that at the time you actually purchased Mr. Macgregor Smith's or Mr. Keswick's interest in this steamer for \$3760, you knew that this sale was being effected.

Plaintiff.—As a matter of fact I did not purchase it myself; Mr. Evans purchased it for me. He found the money and purchased it.

Mr. Wotton.—Yes, and so at the time you purchased Mr. Smith's shares for \$3,000 you knew the vessel had been sold for \$12,000.

Plaintiff.—I beg your pardon, I did not know the vessel had been sold for \$12,000.

Mr. Wotton.—But there was no slip between them or at the port of sale.

Plaintiff.—The sale was eventually carried into effect.

Mr. Wotton.—Does Mr. Macgregor Smith know that you sold that vessel for \$12,000?

Plaintiff.—I should think he does.

Mr. Wotton.—Why do you think he does?

Plaintiff.—I have no doubt he does, because he wrote and asked Capt. Scott about the sale.

Mr. Wotton.—Have you ever candidly and openly told Mr. Macgregor Smith that at the time you purchased his shares you knew that the sale of the vessel for \$12,000 was about to be carried out?

Plaintiff.—I don't know where he is. He must be at the Penang Goldfields for all I know.

Mr. Wotton.—Have you ever seen him since?

Plaintiff.—No.

Mr. Wotton.—Are you going to tell him?

Plaintiff.—Yes, certainly. I shall submit the accounts to him as soon as Captain Scott hands them to me.

Mr. Wotton.—You were managing owner and you knew that a sale of the vessel for \$12,000 was being carried out, and you bought his half share for \$3760. As managing owner should you not have told him where you knew?

Mr. Wotton.—You got the information as managing owner, and having that information in your pocket you go and purchase the vessel half share.

Plaintiff (excited)—I beg your pardon, sir; you were right in making such inference.

Mr. Wotton.—I told Mr.

## Mails.

## Mails.



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